

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

BRIAN BURBANK,)	
)	
Plaintiff,)	
)	
v.)	CAUSE NO: 3:18-cv-800
)	
PLANET FORWARD, LLC d/b/a)	
PLANET FORWARD ENERGY)	
SOLUTIONS, LLC,)	
)	
Defendant.)	

COMPLAINT

1. Plaintiff, Brian Burbank (“Burbank”), brings this action against Defendant, Planet Forward, LLC d/b/a Planet Forward Energy Solutions, LLC (“Defendant”), for unlawfully violating his rights as protected by the Fair Labor Standards Act (“FLSA”), as amended.

PARTIES

2. Burbank resided within the Northern District of Indiana when working for Defendant. He currently resides in New Hampshire.

3. Defendant operated, worked, and conducted business within the Northern District of Indiana in 2016 and 2017.

JURISDICTION AND VENUE

4. Jurisdiction is conferred on this Court by 28 U.S.C. § 1331; 42 U.S.C. § 1988; and 29 U.S.C. §216(b).

5. Burbank was an “employee” within the meaning of 29 U.S.C. §203(e).

6. Defendant is an “employer” within the meaning of 29 U.S.C. §203(d).

7. Venue is proper in this Court.

FACTUAL ALLEGATIONS

8. Defendant hired Burbank for the position of Quality Assurance Inspector on or about December 23, 2016. He remained employed with Defendant until in or about September 2017.

9. Burbank's hourly wage rate was \$55.00 throughout his employment.

10. Defendant did not pay a weekly salary of at least \$455 to Burbank.

11. Burbank's primary duty did not include performing office or non-manual work.

12. Burbank routinely and regularly worked more than 40 hours each week.

13. Burbank routinely and regularly worked overtime hours each week.

14. Burbank worked hundreds of hours of overtime.

15. The overtime hours worked by Burbank constituted work performed for Defendant and served as a measurable benefit to Defendant.

16. Defendant did not pay overtime rates to Burbank for all hours worked by him in excess of 40 per week.

17. Defendant did not pay the half time overtime rate to Burbank.

18. Defendant paid only the straight hourly wage rate to Burbank for all hours worked by him above 40 per week.

19. Burbank has suffered injury as a result of Defendant's unlawful actions.

FAIR LABOR STANDARDS ACT – OVERTIME WAGE VIOLATIONS

20. Burbank hereby incorporates paragraphs 1-19 of his Complaint.

21. Defendant failed to compensate Burbank fully and completely for all overtime wages earned by him.

22. Defendant's actions have been willful and in reckless disregard of Burbank's rights

as protected by the FLSA.

REQUESTED RELIEF

WHEREFORE, Plaintiff, Brian Burbank, by counsel, respectfully requests that this Court find for him and order that:

1. Defendant pay all lost wages, including overtime wages, to Burbank;
2. Defendant pay liquidated damages to Burbank;
3. Defendant pay pre- and post-judgment interest to Burbank;
4. Defendant pay Burbank's attorneys' fees and costs incurred in litigating this action;

and

5. Defendant pay to Burbank any and all other legal and/or equitable damages that this Court determines appropriate and just to grant.

Respectfully submitted,

s/ John H. Haskin

John H. Haskin, Attorney No. 7576-49

s/ Bradley L. Wilson

Bradley L. Wilson, Attorney No. 21154-49

s/ Samuel M. Adams

Samuel M. Adams, Attorney No. 28437-49

Attorneys for Plaintiff

Brian Burbank

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